



City of Loma Linda Official Report

Floyd Petersen, Mayor
Stan Brauer, Mayor pro tempore
Robert Christman, Councilmember
Robert Ziprick, Councilmember
Charles Umeda, Councilmember

COUNCIL AGENDA: October 25, 2005
TO: City Council
FROM: Dennis R. Halloway, City Manager
SUBJECT: Booking Fee agreement

RECOMMENDATION

It is recommended that the City Council approve an Agreement with the County of San Bernardino relating to Booking Fees.

BACKGROUND

Several years ago the City of Loma Linda along with nearly every city in the county entered into an agreement with the County for booking fees. Booking fees were agreed to be \$159.72 for each booking. A new agreement has been reached changing those fees to \$79.86 for each booking.

ANALYSIS

The State of California passed a law cutting the booking fees charged by counties to cities by one-half. The County then recalculated the fee and said the actual cost was \$192.92. That would mean that the fee to cities would be \$96.46. A committee of city representatives met with the county met and agreed that the current fee would remain and thus the fee to cities would be \$79.86.

Last year Loma Linda spent \$40,500 on booking fees. The new agreement could save the city \$20,000 or more per year.

ENVIRONMENTAL

None

FINANCIAL IMPACT

\$20,000±

**SUPPLEMENTAL SETTLEMENT AGREEMENT RELATING
TO CRIMINAL JUSTICE ADMINISTRATIVE FEES**

This Supplemental Settlement Agreement (hereinafter referred to as "Agreement") is entered into between the COUNTY OF SAN BERNARDINO, for itself, its employees, servants, representatives, officers, officials, agents and departments (hereinafter referred to as "COUNTY") and the CITY OF ADELANTO, TOWN OF APPLE VALLEY, CITY OF BARSTOW, CITY OF BIG BEAR LAKE, CITY OF CHINO, CITY OF CHINO HILLS, CITY OF COLTON, CITY OF FONTANA, CITY OF GRAND TERRACE, CITY OF HESPERIA, CITY OF HIGHLAND, CITY OF LOMA LINDA, CITY OF MONTCLAIR, CITY OF NEEDLES, CITY OF ONTARIO, CITY OF RANCHO CUCAMONGA, CITY OF REDLANDS, CITY OF RIALTO, CITY OF SAN BERNARDINO, CITY OF TWENTYNINE PALMS, CITY OF UPLAND, CITY OF VICTORVILLE, CITY OF YUCAIPA, and the TOWN OF YUCCA VALLEY (hereinafter referred to as "CITIES AND TOWNS"). COUNTY and CITIES AND TOWNS are collectively referred to herein as the "Parties". The Parties agree as follows:

All CITIES AND TOWNS other than the CITY OF NEEDLES have previously entered into "the Settlement Agreement" with COUNTY concerning payment of booking and processing fees (criminal justice administrative fees pursuant to California Government Code section 29550, hereinafter referred to as "booking fees"), that was incorporated as part of the judgment entered by the Sacramento County Superior Court in City of Adelanto, et al., v. County of San Bernardino, Judicial Council Coordination Proceeding No. 2584. The CITY OF NEEDLES and COUNTY have previously entered into "the separate Settlement Agreement" concerning payment of booking fees . References to "Settlement Agreements" in this Agreement shall mean the agreements identified in the preceding two sentences. These Settlement Agreements provided for the COUNTY to charge actual costs for booking fees after February 10, 2001. Thereafter, almost all of the parties comprising the CITIES AND TOWNS entered into a supplemental settlement agreement with COUNTY for booking fees to be paid at the flat

1 rate of \$159.72 for each booking and other processing (hereinafter referred to as
2 "booking"), so long as CITIES AND TOWNS agreed to apply all realized savings to
3 expenditures for public safety, as referred to in California Government Code section
4 29950 and defined in the "ORDER" identified in the Settlement Agreements, performed
5 by the COUNTY in connection with arrests made within the jurisdictional boundaries of
6 CITIES AND TOWNS after February 10, 2001. This rate was to remain in effect unless
7 COUNTY's actual costs incurred for booking, as referred to in California Government
8 Code section 29550, and as defined by "the ORDER" identified in the Settlement
9 Agreements, increased by twenty-five percent (25%) or more over the COUNTY's
10 actual costs as of February 10, 2001, or in the event that the State of California's
11 reimbursement for booking fees incurred by the CITIES AND TOWNS within the County
12 of San Bernardino was reduced by twenty-five (25%) or more, in which alternative
13 event a new booking fee was to be negotiated by COUNTY and CITIES AND TOWNS.

14 In November of 2004 Senate Bill 1102 was enacted into law. This legislation
15 amended California Government Code section 29550 to reduce the amount of booking
16 fees that can be collected by counties beginning in Fiscal Year (FY) 2005-06 to fees no
17 greater than one-half of actual administrative costs, including overhead costs permitted
18 according to federal Circular A87 standards, and in no event greater than the fee
19 charged by a county to cities on January 1, 2004. Effective FY 2005-06, this legislation
20 also repealed all state reimbursement to cities for payments to counties for booking
21 fees.

22 Based on the above legislative changes, in March of 2005 the COUNTY
23 performed an updated cost study employing the same methodology that was used when
24 earlier agreements between CITIES AND TOWNS and COUNTY were executed, and
25 taking into account increased salary and benefit costs, and a dramatic rise in the
26 number of bookings compared with previous years. Based on the results of this study,
27 COUNTY calculated that current costs per booking were \$192.92, which would have
28 allowed COUNTY to impose a new fee for each booking in the amount of \$96.46, which

1 represents one-half of the County's newly calculated cost per booking.

2 But, instead of imposing such a permissible fee, representatives of CITIES AND
3 TOWNS and COUNTY met informally and agreed upon a booking fee to be charged by
4 COUNTY to CITIES AND TOWNS at the rate of \$79.86 per booking for a period of three
5 years. This fee was enacted by the COUNTY Board of Supervisors on May 17, 2005 to
6 take effect on July 1, 2005, at which time the Board of Supervisors also directed the
7 County Administrative Officer and County Counsel to prepare agreements with CITIES
8 AND TOWNS for later approval, and to continue meeting with city managers or other
9 representatives of CITIES AND TOWNS to define a methodology for calculation of
10 booking fees, and to establish a process to adjust the fees after expiration of the three-
11 year period in which the fees are to be imposed at the rate of \$79.86 per booking.

12 CITIES AND TOWNS and COUNTY agree that the booking fee to be charged by
13 COUNTY to CITIES AND TOWNS shall be at the rate of \$79.86 per booking for a
14 period of three years beginning July 1, 2005 and ending on June 30, 2008.

15 CITIES AND TOWNS and COUNTY also agree that they shall meet with each
16 other from time to time to negotiate and recommend to the Parties by July 1, 2006 a
17 defined methodology for calculation of booking fees, and a process to adjust future
18 booking fees once the present enacted fee expires on June 30, 2008.

19 On or before December 1, 2005, COUNTY agrees to provide to CITIES AND
20 TOWNS a detailed written explanation of COUNTY's methodology and a step-by-step
21 explanation of the process used for calculating booking fees for CITIES AND TOWNS.

22 Within sixty (60) days of receipt of COUNTY's methodology and process used to
23 calculate booking fees, any one or more of CITIES AND TOWNS shall provide to all
24 other Parties a detailed written explanation of any alternative methodology and/or
25 process proposed by any one or more of CITIES AND TOWNS.

26 Following these exchanges of information, CITIES AND TOWNS and COUNTY
27 shall meet on or before July 1, 2006 for the purposes of negotiating and
28 recommending to the Parties a methodology to calculate booking fees, and a process to

1 adjust the fees after expiration of the three-year period in which fees are to be imposed
2 at the rate of \$79.86 per booking. Any such recommendations shall be included in a
3 proposed amendment to this Agreement and transmitted to each of the Parties for their
4 approval.

5 If, thereafter, COUNTY and CITIES AND TOWNS mutually agree upon a defined
6 methodology for calculation of booking fees, as well as a fee adjustment process and
7 implementation, the agreed upon methodology and process shall be implemented within
8 thirty (30) days of the date of the executed amendment to this agreement or other
9 agreement as the Parties deem appropriate.

10 If, instead, no agreement is reached by COUNTY and CITIES AND TOWNS on
11 either the methodology to be used to calculate booking fees, or on a process to adjust
12 booking fees in the future, or on both methodology and process, on or before January 1,
13 2008, an impasse shall be declared (unless COUNTY and CITIES AND TOWNS agree
14 on a further extension of time to attempt to reach agreement on these issues). In such
15 an event, after expiration of the three-year period in which fees are to be imposed at the
16 rate of \$79.86 per booking, COUNTY may then employ a methodology for calculation
17 of booking fees and a process to adjust fees in the future as are allowable by law,
18 which methodology and process any one or more of CITIES AND TOWNS shall be free
19 to challenge in the Superior Court of the State of California if they so desire. If that
20 occurs, the final decision of the highest reviewing court shall thereafter be binding on
21 the Parties concerning methodology for calculation of booking fees and the process to
22 adjust such fees until such time as the law changes with respect thereto.

23 All provisions contained in judgments entered in *City of Adelanto, et al. v. County*
24 *of San Bernardino*, Judicial Council Coordination Proceeding No. 2584, and the original
25 Settlement Agreements and supplemental settlement agreements between the Parties
26 relating to booking fees that are not in direct conflict with the terms of this supplemental
27 settlement agreement shall remain in full force and effect.

28 IN WITNESS WHEREOF, the Parties are freely and voluntarily entering into and

1 signing this Agreement on the respective dates indicated below.

2 Approved as to form:

3 Dated: _____, 2005

RONALD D. REITZ
COUNTY COUNSEL

5 By: _____

6 DENNIS TILTON
7 Deputy County Counsel
8 Attorneys for COUNTY OF SAN BERNARDINO

9 Dated: _____, 2005

RICHARDS WATSON GERSHON

10 By: _____

MARGUERITE P. BATTERSBY

11
12 Dated: _____, 2005

COUNTY OF SAN BERNARDINO

13 By: _____

14 BILL POSTMUS
15 Chairman, Board of Supervisors

16 Dated: _____, 2005

CITY OF ADELANTO

17 By: _____

18
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20 Mayor

21 ATTEST:

22 CITY OF ADELANTO

23 _____
24 City Clerk

25 APPROVED AS TO FORM:

26 _____
27 City Attorney

28 [mayors or city managers of all other cities and towns signing in counterpart

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Dated: _____, 2005 CITY OF LOMA LINDA

By: _____

Mayor

ATTEST:

CITY OF LOMA LINDA

City Clerk

APPROVED AS TO FORM:

City Attorney